

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

HARRY ARMSTRONG,

Plaintiff,

vs.

CINCINNATI BELL TELEPHONE,

Defendant.

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CASE NO.
C-1-01-817

DEPOSITION OF:

HARRY J. ARMSTRONG, II

TAKEN:

By the Defendant
Pursuant to Agreement

DATE:

July 14, 2003

TIME:

Commencing at 9:30 a.m.

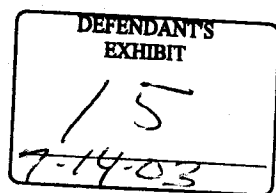
PLACE:

Offices of Frost Brown Todd
2200 PNC Center
201 East 5th Street
Cincinnati, Ohio 45202

BEFORE:

Nancy A. Burns
Notary Public - State of Ohio

PLEASE INSERT THESE
PAGES IN YOUR ORIGINAL



Quantity of Work

Harry has been on Disability from 1/13/98 until 10/20/98. I have little to base my 1998 Performance Appraisal on.

Quantity of Work

See above.

Job Knowledge

Harry has done very well with station repair and some cable repair. However he needs to work on a complete knowledge of cable trouble. This will require some additional training.

Responsibility / Dependability

The fact that Harry has had to adapt to become a universal Technician has been difficult for him. The fact that Harry has missed so much work has not helped.

Interpersonal Relationships

Harry gets along great with everyone. Harry communicates well with myself, and others. Harry is very considerate to his customers.

Review of Company procedures (Does the Employee acknowledge and understand the following ? If not, review sections 61 , 62 or 63 of Management Administrative Guidelines of Code of Conduct Booklet with the employee and check reviewed block - ☒ Reviewed)

- | | | | | | | | | |
|---------------------------------|--------------------------|-----|--------------------------|----------|--------------------------|-----|--------------------------|----------|
| 1. Company EEG Commitment | <input type="checkbox"/> | Yes | <input type="checkbox"/> | Reviewed | <input type="checkbox"/> | Yes | <input type="checkbox"/> | Reviewed |
| 2. Internal Complaint Procedure | <input type="checkbox"/> | Yes | <input type="checkbox"/> | Reviewed | <input type="checkbox"/> | Yes | <input type="checkbox"/> | Reviewed |
| 3. Job Transfer Plan | <input type="checkbox"/> | Yes | <input type="checkbox"/> | Reviewed | <input type="checkbox"/> | Yes | <input type="checkbox"/> | Reviewed |
| 4. Job Transfer Plan Reports | <input type="checkbox"/> | Yes | <input type="checkbox"/> | Reviewed | <input type="checkbox"/> | Yes | <input type="checkbox"/> | Reviewed |

Supervisor's Comments

Employee's Comments

PR-55
(REV. 1-97)CINCINNATI BELL TELEPHONE
NON-MANAGEMENT JOB PERFORMANCE APPRAISAL

VARM 000089

- ☐ 6 MONTH APPRAISAL
☒ 12 MONTH APPRAISAL
☐ SPECIAL APPRAISAL

Employee's Name:	Armstrong, Harry		Department:	Customer Service Operations		Location:	10020400	
Title:	Splicer		N.C.S. Date:	07/28/75		Start Date of Current Assignment:		
Current Wage:	At Max		Effective Date:	01/15/1999		Return to Personnel by:	01/08/98	
Performance Dimensions								
Value	Outstanding (O)	Average (AA)	Average (A)	Average (BA)	Unacceptable (U)	Earned Points		
30%	120	90	60	30	0	60		
25%	100	75	50	25	0	50		
15%	60	45	30	15	0	15		
15%	60	45	30	15	0	15		
<p>Quality of Work - consider accuracy, neatness, thoroughness, organization use of time, manner in which customers / clients are treated.</p> <p>Quantity of Work - consider amount of work normally produced and timeliness of meeting production goals</p> <p>Job Knowledge - consider the extent to which an employee understands and has mastered the skills, functions, procedures and operations associated with the current assignment with consideration given to the training provided and time in present assignment.</p> <p>Responsibility / Dependability - consider the employee's ability to carry through assignments to completion with minimal supervision, to meet established dead lines, their willingness to accept responsibility and to work overtime. extent to which employee follows established safety practices and procedures and extent to which they protect Company property.</p> <p>Interpersonal Relationships - consider the extent to which the employee cooperates with others how instructions are accepted and followed, ability to accept feedback.</p>								
Overall Performance	60	45	30	15	0	60		
100%	356 - 400	256 - 355	156 - 255	56 - 155	0 - 55	200		
Attendance During Appraisal Period:	Occurrences:	Days	Punctuality / PTA: Occurrences:					
	1		0					
Wage Increase Approved -	Yes	Not Applicable	Deferred - Why?					
Appraising Supervisor's Signature:	<i>Harry J. Wallace</i>		Title:		Field Repair Manager - Area 1		Date:	
Department Approval:	<i>Michael J. Wallace</i>		Title:		Director of Field Repair Operations		Date:	
Employee's Signature (does not imply agreement)	<i>Harry J. Wallace</i>		Title:				Date:	

ORIGINAL**ATTACHMENT A**NAME: Harry Armstrong Review Period: 4-30 to 5-28**Performance Development Planning Worksheet**

This worksheet may be used during any review period for development purposes.

Please add additional pages as necessary.

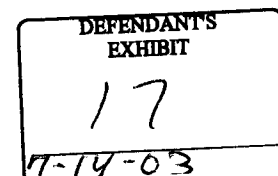
Step 1: Team Leader and Technician Review Performance		From the Summary columns in the competency matrix and Scorecard, identify which are significant and which represent development opportunities (attach a copy of the competency matrix scorecard, etc.)				
Performance Metrics	30-Day Objective	60-Day Objective	90-Day Objective	Previous Period	Current Period	Current Objective
% productivity	77%	82%	82%	61.74%	73.9%	82%
% of repeaters						

Step 2: Analyze Period Performance Objectives, Prioritize Development Opportunities, and Review Details	From the list of development opportunities above, select those that are most critical to the achievement of performance objectives to be addressed in this period. Write them down next to the performance objective to which they apply. Identify who is responsible for each and task completion deadlines.	
Performance Objective:	- Create a higher level of confidence	
Related Competency(s):	- To handle the unexpected better	
Development Opportunity #1:	#1 Training: ADSL & Advanced Splicing #2 Training Video (Self Discipline)	
Action Item(s) / Improvement Tool(s):	#1 Better equipped to work thru ADSL/cable problems. #2 To be cool in crisis	Responsibility: Discuss with Team Leader upon completion Completion Date: Aug 6, 200
Results:	To be better equipped to take action quickly & handle the problems with a clear perspective.	

✓ ARM 000239

5/11/00

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ATTACHMENT G**Individual Performance Development Plan Notification**

This is to notify Harry Armstrong that you have
(tech name)

failed to meet the minimum requirements for the productivity and/or quality team goals for three (3) consecutive award periods.

Effective May 15th you will be placed on an individual performance improvement plan. (Date)

Performance Improvement Evaluation Period

The Individual Performance Improvement plan evaluation period is 3 award periods.

If you meet your minimum goals at the end of the Performance Improvement evaluation period, August 6th you will be taken off the Performance Improvement Plan. (Date) (see Attachment)

If you fail to meet your minimum goals at the end of the Performance Improvement evaluation period, you may be considered for reassignment or possible dismissal. (see attachment)

Performance Development Planning Worksheet

This worksheet may be used during any review period for development purposes. Please add additional pages as necessary.

From the summary columns in scorecard, identify which are strengths and which represent development opportunities (attach a copy of the, scorecard, etc.).

Performance Metrics	Previous Period	Current Period	Current Objective	30-Day Objective	60-Day Objective	90-Day Objective
Efficiency Rating	61.74%	73.92%	82 %	77 %	82 %	82 %
Repeat Rate	%	%	%	%	%	%
Observations	%	%	%	%	%	%

Employee Signature Declined Date 5-15-00

Union Representative Signature T. G. V. 1/15/00 Date 5-15-00

Team Leader Signature [Signature] Date 5-15-00

✓ ARM 000240

If you meet your minimum goals during the 12 week Individual Performance Development Plan you will be taken off the Performance Improvement Plan on 7-6-60.
(Date)

If you fail to meet your 30, 60 and 90 day objectives at the end of the Performance Improvement evaluation period, you may be considered for reassignment or possible dismissal.

✓ ARM 000241

ATTACHMENT B

Individual 12 Week Performance Improvement Plan CSO – Installation & Repair Technicians

September 1999

TEAM LEADER RESONSIBLE FOR:	PRIOR TO START	WEEK # 1	WEEK # 2	WEEK # 3	WEEK # 4	WEEK # 5	WEEK # 6	WEEK # 7	WEEK # 8	WEEKS # 9-12
MEETINGS w/ TECH & UNION	X <i>5/15</i>	-	-	-	-	-	-	-	-	-
W/TECH	-	X <i>5/22</i>	X <i>Vacation</i>	X <i>6/7</i>	X	X	X	X	X	X
RIDE TOUR W/ TECH	-	FULL DAY <i>5/22</i>	1/2 DAY <i>Vacation</i>	-	1/2 DAY <i>6/13</i>	-	1/2 DAY <i>6/27</i>	-	1/2 DAY <i>7/11</i>	-
OFF LINE TRAINING W/ TECH	-	-	1/2 DAY <i>Vacation</i>	1/2 DAY <i>6/7</i>	-	1/2 DAY <i>6/21</i>	-	-	-	-
SCHEDULING TECH TO RIDE W/ an "A" PERFORMER	*	*	*	*	*	*	*	-	-	-
CONSULTING W/TECHNICAL TRAINING	<i>ADSL 5/17-18 Spring 6/13, 14/15</i>	X	*	*	*	*	*	*	*	-
SCHEDULING QA REVIEWS/ RIDETOURLS/ TRAINING	-	*	*	*	*	*	*	*	*	-
* As Needed										

✓ ARM 000242

5/11/00

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ORIGINAL**ATTACHMENT A**NAME: Harry Armstrong Review Period: 10/3/00 to 12/26/00**Performance Development Planning Worksheet**

This worksheet may be used during any review period for development purposes.
Please add additional pages as necessary.

Step #1: Team Leader and Technician Review Performance		From the summary columns in the competency matrix and scorecard, identify which are strengths and which represent development opportunities. (attach a copy of the competency matrix, scorecard, etc.)				
Performance Metrics	30-Day Objective	60-Day Objective	90-Day Objective	Previous Period	Current Period	Current Objective
% productivity	70%	76%	82%	54.78%	64.53%	83%
% of repeaters	OCT.	NOV.	DEC.			

Step #2: Analyze Period Performance Objectives, Prioritize Development Opportunities, and Review Details		From the list of development opportunities above, select those that are most critical to the achievement of performance objectives to be addressed in this period. Write them down next to the performance objective to which they apply. Identify who is responsible for each and ask completion deadlines.	
Performance Objective:		- Create a higher level of confidence - To handle the unexpected better	
Related Competency(s):			
Development Opportunity #1:		# -1 1 on 1 training w/ Steve Vanoy in field # -2 Training Self Discipline (Emotional Control)	
Action Item(s) / Improvement Tool(s):		#1 Better equipped to handle the unknown #2 to be cool in crisis	Responsibility: Discuss w/ TL upon completion Completion Date: Nov. 11, 2000
Results:		To be better equipped to take action quick & handle the problems w/ a clear perspective.	

✓ ARM 000236

DEFENDANT'S
EXHIBIT

18

7-14-03

5/11/00

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ATTACHMENT C**Individual Performance Development Plan Notification**

This is to notify Harry Armstrong that you have
(tech name)
failed to meet the minimum requirements for the productivity and/or quality team goals for three (3) consecutive award periods.

Effective October 3rd you will be placed on an individual performance improvement plan. (Date)

Performance Improvement Evaluation Period

The Individual Performance Improvement plan evaluation period is 3 award periods.

If you meet your minimum goals at the end of the Performance Improvement evaluation period, DECEMBER 26 you will be taken off the Performance Improvement Plan. (Date)

If you fail to meet your minimum goals at the end of the Performance Improvement evaluation period, you may be considered for reassignment or possible dismissal.

Performance Development Planning Worksheet

This worksheet may be used during any review period for development purposes. Please add additional pages as necessary.

From the summary columns in scorecard, identify which are strengths and which represent development opportunities (attach a copy of the, scorecard, etc.).

Performance Metrics	Previous Period	Current Period	Current Objective	30-Day Objective	60-Day Objective	90-Day Objective
Efficiency Rating	59.78 %	64.53%	82 %	70 %	76 %	82 %
Repeat Rate	%	%	%	%	%	%
Observations	%	%	%	%	%	%

Employee Signature Harry Armstrong Date 10/3/00

Union Representative Signature DECLINED Date 10/3/00

Team Leader Signature [Signature] Date 10/3/00

✓ ARM 000237

If you meet your minimum goals during the 12 week Individual Performance Development Plan you will be taken off the Performance Improvement Plan on 12-26-00.
(Date)

If you fail to meet your 30, 60 and 90 day objectives at the end of the Performance Improvement evaluation period, you may be considered for reassignment or possible dismissal.

✓ ARM 000238



Write a message

From: CHARMS1022@webtv.net (HARRY J. ARMSTRONG)

To: CWA 4400 / PRESIDENT TIM DONAHUE / V.P. MEL SMITH
/ STEWARDS : GARY VATER / WESLEY BANKS / FAX
#681-8976

Subject: NOVEMBER 8, 2000 / 3RD LETTER

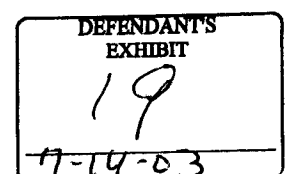
IN REFERENCE TO THIS DATE,
(A WEDNESDAY EVENING AFTER
WORKING HOURS) I RECALL SIX (6) TECHS INCLUDING MYSELF,
EITHER CLOSING-OUT, SIGNING-OFF, OR PICKING-UP ANOTHER JOB
THROUGH THE FAS.

THERE WAS A GENERAL CONVERSATION GOING ON, THE SUBJECT
OR NATURE OF WHICH I DO NOT RECALL, BUT JOHNNY WALKER
SEEMED TO CARRY THE OVER-RIDING INTEREST IN WHATEVER THE
TOPIC WAS, AND OPINIONS WERE SHIFTING BACK AND FORTH
ACROSS THE ROOM. THE TWO NIGHT TECHS SEEMED TO BE LEAST
INVOLVED AS THEY WERE FOCUSED ON FASING FOR ANOTHER JOB.

AS THE CONVERSATION CONTINUED, I TRIED AT INTERVALS TO
OFFER MY OPINION ON THE MATTER, AND NOTICED BEFORE LONG
THAT EACH TIME, JOHN WOULD TALK OVER ME, OR RAISE HIS VOICE
IN ORDER TO SQUELCH MINE, OR SO IT SEEMED. I WAS NOT CERTAIN
THAT I WAS PERCEIVING THE DYNAMICS OF WHAT WAS GOING ON,
AND BEGAN TO WONDER IF HE WAS DOING THIS INTENTIONALLY.

I BEGAN TO THINK OF FORMER ENCOUNTERS AND CONVERSATIONS
WITH HIM, DURING DIFFERENT SITUATIONS, AND HIS DEMEANOR
DURING THOSE TIMES, WHEN I WOULD FIND A WAY TO SHORTEN OR
END THEM, PREFERRING TO FOCUS ON THE JOB AT HAND WITHOUT
CONVERSATION, BECAUSE I FOUND HIS WAY OF TALKING TOWARD
ME QUITE OFFENSIVE, AS HE WOULD, (IN SO MANY WORDS) BE, IN
MY OPINION, TALKING 'DOWN' TO ME, OR RAISE HIS VOICE, WHILE AT
THE SAME TIME, SUGGESTING HOW 'GREAT' HE WAS. I COULD THINK
OF NO HUMILITY HE HAD EVER EXPRESSED, AND I BEGAN TO THINK
HE KNEW EXACTLY WHAT HE WAS DOING, AND SINCE I HAD ALWAYS
FOUND WAYS ONE-ON-ONE TO SOFTEN OR EXTINGUISH PREVIOUS
ENCOUNTERS THAT I PERCEIVE WERE HEADING IN THE WRONG
DIRECTION, I FELT EACH TIME MADE HIM FEEL STRONGER, AND THAT
PERHAPS I WAS EITHER WEAK OR POSSIBLY FEARED HIM, IN HIS
MIND, AND BECAUSE OF MY DESIRE AND EFFORTS TO BE
EASY-GOING, AND TO DISAGREE WITHOUT BEING DISAGREEABLE, HE
WAS DEVELOPING WRONG IMPRESSIONS, AND A FALSE 'READ' OF

✓ ARM 000141



ME.

AS I SAT PONDERING THIS MATTER, I BEGAN TO FUME. AT THIS POINT, I THOUGHT OF ONE OTHER TIME HE AND I HAD PASSED EACH OTHER NEAR THE SNACK MACHINES AT THE GARAGE, (AND THIS WAS DURING A TIME WHEN I HAD DECIDED NOT TO SPEAK OR EVEN ACKNOWLEDGE HIS PRESENCE AS LONG AS HE SEEMED TO CARRY THIS ATTITUDE TOWARD ME, AS I KNEW I HAD NEVER SHOWED ANY DISRESPECT OR MALICE TOWARD HIM), AS WE PASSED OUR EYES LOCKED, AND HE CLICKED HIS TONGUE INSIDE HIS JAW, THE SAME WAY IT IS DONE WHEN A PERSON IS CALLING A DOG. I WAS TEMPTED TO STOP AND ADDRESS HIS MEANING BEHIND THIS, BUT DECIDED TO LET IT GO, ONCE MORE.

AFTER PONDERING ALL THIS FOR A FEW MOMENTS, I TRIED TO SHAKE IT OFF, AND FORGET IT, AND THINK NO EVIL OF IT, AND I AGAIN TRIED TO OFFER MY OPINION OF WHATEVER THE CONVERSATION WAS ABOUT, THIS TIME JOHN, LOOKED AT ME AND MY EARS HEARD HIM SAY, "YOU'RE IRRELEVANT", AND HE SIMULTANEOUSLY MADE A SWIPING GESTURE WITH HIS LEFT HAND, FROM MID-ABDOMEN TOWARD HIS LEFT HIP-SIDE, AS 'IF' TO SAY, SHUT-UP, OR GET OUT OF THE CONVERSATION. AT THIS POINT, EVERYTHING I HAD JUST FINISHED THINKING ABOUT AND TRIED 'HARD' TO DISMISS SUDDENLY RETURNED ALL AT ONCE, AND I DETERMINED THAT 'ENOUGH WAS ENOUGH', AND NOT THINKING ABOUT CONSEQUENCES, MY FUTURE, TOMORROW, OR A BETTER WAY TO HANDLE THIS, (IN MY MIND THIS WAS A NEW MILLENIUM, AND THIS WAS STILL GOING ON),

I FELT MY BLOOD-PRESSURE RISE, I STOOD UP, LOOKED DIRECTLY AT HIM, (WE WERE ON OPPOSITE SIDES OF A TABLE), I TOLD HIM NOT TO EVER TELL ME "I WAS IRRELEVANT", AND PROCEEDED TO USE LOT OF PROFANITY THAT I AM NOT IN THE HABIT OF USING, TO WHICH I AM DEFINITELY NOT PROUD. I WOULD NOT BE PLEASED TO KNOW MY CHILDREN USES SUCH LANGUAGE, SO I KNOW, WITH ALL THE INFLUENCES AROUND THEM, THAT TRAINING HAD TO START WITH ME, AND IF I WAS IN THE HABIT OF USING SUCH LANGUAGE, IT WOULD BE BOUND AT SOME POINT TO SLIP OUT AROUND THEM. PERSONALLY, I FIND PROFANE LANGUAGE IN ANY CONTEXT VERY OFFENSIVE, BUT WHO AM I TO CHANGE THE WORLD, I'LL BE DOING WELL TO CHANGE OR CONTROL THINGS ABOUT MYSELF THAT NEED WORK.

ANYWAY, I HAD NOTICED THAT EACH ENCOUNTER JOHN AND I HAD, AND BECAUSE I WOULD EITHER SOFTEN THE TONE, OR FIND A WAY TO BACK OUT OF THE TOPIC, HE APPEARED TO GAIN A SINCERITY OF INCREASING SUPERIORITY AND STRENGTH. I FELT THAT HE WAS NOW FEELING QUITE STRONG AND SUPERIOR. AND WAS USING THIS TIME TWO-FOLD;

(1) AS A TEST TO FINALLY PROVE FOR HIS OWN SATISFACTION THAT HE COULD CONTROL, HANDLE, MANIPULATE, OR MASTER ME; AND (2) THAT HE WOULD USE THIS OCCASION TO PUT-ME-DOWN AND EMBARRASS ME IN FRONT OF HIS FRIEND RAY BAUER, AND PERHAPS EVERYONE ELSE. I HAD HAD ENOUGH, AND WITHOUT THINKING ALLOWED THE MISTREATMENT, HURT, PAIN, AND ANGER THAT I HAD CONTROLLED EVER SINCE JOHN WALKER JOINED OUR CREW IN

✓ARM 000142

JUNE, (I BELIEVE), TREATMENT THAT I FELT I HAD DONE NOTHING TO ANYONE TO DESERVE, TO ERUPT, AND THAT NOW HE WOULD GET A 'TASTE OF HIS-OWN MEDICINE'. AT SOME POINT, I TOLD HIM THAT HE DESERVED WHAT HE WAS GETTING THEN, AND HE DROPPED HIS HEAD AND ADMITTED, (WHETHER HE MEANT IT OR NOT) THAT 'I WAS RIGHT, HE DID DESERVE THIS'. HE ALSO SAID THAT HE DID NOT SAY THAT 'I WAS IRRELEVANT, BUT HAD SAID THAT 'WHAT' I WAS TALKING ABOUT WAS IRRELEVANT. NOW, WHILE I AM CERTAINLY NO SCHOLAR OR EINSTEIN, I DO BELIEVE THAT I HAVE PERHAPS JUST ENOUGH SENCE, IF NOT A LITTLE MORE, TO ENGAGE IN A CONVERSATION THAT I AM WILLING TO EXPRESS AN OPINION ABOUT WITH A 'RELATIVE' DEGREE OF RELEVANCY, AND WHILE I ADMIT NOT REMEMBERING WHAT THE TOPIC WAS, I DO NOT ACCEPT THAT A MEMORY THAT SEEMS TO BE INCREASINGLY GROWING SHORTER PRETTY FAST (ITS' SCARY), MEANS THAT I CANNOT ENGAGE IN A DISCUSSION WITH PERTAINANCE AND RELEVANCE TO THE SUBJECT. (SOMEDAY THIS MAY BE TRUE, GOD FORBID, BUT I DO NOT AND DID NOT THINK IT IS / OR WAS TRUE AT THE PRESENT TIME).

HOWEVER, AS WE ALL KNOW, IT IS NOT ALWAYS 'WHAT' YOU SAY, BUT 'HOW' YOU SAY IT, AND QUITE OFTEN, 'WHO' SAYS IT!!! THERE ARE THINGS, I AM CERTAIN, THAT SOMEONE OF ANY RACE COULD SAY TO SOMEONE OF ANOTHER RACE THAT WOULD BE PERCEIVED AS EXTREMELY OFFENSIVE, AND THE SAME THING SAID BY A MEMBER OF THE SAME RACE WOULD NOT BE PERCEIVED AS OFFENSIVE AT ALL, AND PERHAPS MIGHT EVEN BE THOUGHT OF AS FUNNY. AND THERE ARE FRIENDS OF DIFFERENT RACES THAT CAN SAY 'NORMALLY' OFFENSIVE THINGS TO EACH OTHER AND IT IS ACCEPTABLE IN WHATEVER SPIRIT IT WAS OFFERED BECAUSE THEY UNDERSTAND THE MEANING BEHIND WHAT WAS SAID, IF ANY AT ALL, AND EACH OTHER. UNFORTUNATELY, I CANNOT SAY THIS REGARDING JOHNNY WALKER, AS MUCH AS I WOULD LIKE TO, BECAUSE MY 'READ' OF HIM HAS ALWAYS BEEN SUSPECT, NOT WITHOUT CAUSE. WE ALL HAVE A DEGREE OF INTUITION, WHICH CAN OFTEN BE FAULTY, BUT ALSO IS OFTEN CORRECT, AND WE USE IT AS CAUTIOUS GUIDANCE. THEN THERE ARE OTHER THINGS THAT ARE OPEN AND PLAIN TO SEE, LIKE WORD OR DEED, AND SOMETIMES 'INTENT' CAN BE CLEAR. AS TIME WENT ON, JOHN'S INTENT BECAME CLEAR TO ME, AND I WAS WARNED ABOUT HIM. AND PERHAPS ANOTHER.

HE STATED THAT HE HAD SAID 'WHAT' I WAS TALKING ABOUT WAS 'IRRELEVANT' AND NOT 'I', BUT THE 'SCOWL' ON HIS FACE, ALONG WITH HIS HAND GESTURE, BETRAYED THAT STATEMENT. YET, EVEN IF IT WERE TRUE, 'HIM' TELLING 'ME' THAT, IN FRONT OF THOSE PRESENT, AND THE 'WAY' HE DID IT, AND ME 'KNOWING' THIS MAN HAD NO FRIENDLY FEELINGS TOWARDS ME, AND MEANT ME NO GOOD, 'NEGATED' THE DIFFERENCE! HE MAY AS WELL HAVE SAID, 'YOU'RE STUPID, SHUT-UP'!

I AM MORE SORRY THAT THIS WHOLE THING HAPPENED, (NOT SO MUCH FOR MY JOB, MY FUTURE, OR THE CONSEQUENCES, BUT IDEALLY FOR THE PERSON I SEEK TO BE, AND HOW I WOULD PREFER TO BE REMEMBERED) BUT APART FROM THAT, SINCE IT HAD ALREADY BEGUN, I AM MOST SORRY THAT AT THE POINT WHEN HE ADMITTED THAT HE 'DID' DESERVE IT, THAT I DID NOT STOP THERE,

✓ARM 000143

BUT BEING SO FILLED WITH ANGER FOR ONE INDIVIDUAL, FOR SO LONG (AND PERHAPS A FEW OF HIS WORKING BUDDIES, BUT PRIMARILY HIM) IN SUCH A SHORT PERIOD OF TIME, I CONTINUED TO UNLEASH AND VENT THE BOTTLED FEELINGS THAT I HAD ALLOWED HIM AND A FEW OTHERS TO CREATE, AND NOT REPORTED. I SUPPOSE MY FEELINGS WERE REPORTING, RATHER THAN BEING ABLE TO ENDURE AND ADJUST, COULD BE SEEN AS A SIGN OF WEAKNESS, AND PERHAPS CAUSE ESCALATION OF AN ALREADY UNCOMFORTABLE PROBLEM.

I REMEMBERED HOW SOME OF HIS BUDDIES HAD NOT BEEN TRUTHFUL ABOUT MY WHERE-ABOUTS WHEN THEY WERE SENT TO HELP ME ON A JOB. SAYING THAT I WAS NOT WHERE I WAS SUPPOSED TO BE, EVEN THOUGH I LATER REVEALED THAT I SAW THEM PASS RIGHT BY ME, MARKED THE TIME THEY PASSED, AND WHICH ONE WAS DRIVING.

I REMEMBERED MANY TIMES IN MY PRESENCE THAT THEY WOULD USE SLURS AND PROFANE-SLANG WORDS PRIMARILY ATTRIBUTED AND DEMEANING TOWARD WOMEN, AND SPOKE OF THEIR GUNS, BOW-AND-ARROWS, AND HUNTING AND SHOOTING AND CARVING UP THESE ANIMALS, AS THOUGH THEY WERE INDIRECTLY SPEAKING OF, ABOUT, OR TO ME.

I REMEMBERED HOW JOHN AND PERHAPS OTHERS FELT THAT I DID NOT DESERVE TO HAVE THE BUCKET-TRUCK EVEN THOUGH I WAS THE SENIOR MEMBER PREVIOUSLY, AND NOW THE SECOND SENIOR MEMBER IN THE CREW.

I REMEMBERED THAT RAY BAUER SEEMED UPSET, NOT THAT I HAD BEEN GIVEN HIS BUCKET-TRUCK (WHICH INCIDENTALLY WAS SUPPOSED TO BE OFFERED TO ME BEFORE HE GOT IT, BUT A REASON WAS FOUND AT THAT TIME TO BY-PASS ME, AS WELL AS A NUMBER OF OTHER THINGS DOWN THROUGH THE YEARS THAT I RARELY IF EVER CONTESTED) BECAUSE HE GOT A NEWER, BIGGER, AND BETTER BUCKET-TRUCK, BUT HE SEEMED TO BE UPSET THAT I WAS NOW PARKING INSIDE THE GARAGE, WHERE HE USED TO PARK. SO ONE DAY I SAW HIM GOING TO HIS NEW TRUCK OUT ON THE LOT, LOOKING SOMEWHAT UNHAPPY, HEAD HUNG LOW, (THE WEATHER NOT LOOKING TO PROMISING). AND I TOLD HIM THAT HE LOOKED "LIKE A FISH OUT OF WATER" AND TOLD HIM THAT IF IT WOULD MAKE HIM FEEL BETTER, WE COULD TRADE PLACES, AND I WOULD PARK OUTSIDE, AND HE COULD HAVE 'HIS' INSIDE STALL BACK, HE THEN REVEALED TO ME THAT HIS NEW TRUCK WOULD NOT FIT INSIDE THE GARAGE. BUT RAY AND I HAD ALWAYS HAD VERY GOOD RELATIONS EARLIER, BUT I BEGAN TO NOTICE A NOT-SO-SUTTLE, YET UNSPOKEN CHANGE IN HIS PRESENCE WITHIN THE PAST COUPLE OF MONTHS, AFTER I NOTICED AN INCREASING ASSOCIATION WITH (WHO ELSE?) JOHNNY WALKER.

I REMEMBERED WHEN WORD GOT OUT THAT JOHN WAS SPEAKING AGAINST ME TO MY FORMER SUPERVISOR. A LOT FLASHED THROUGH ME AT THAT MOMENT, AND I WANTED HIM TO FEEL IF ONLY FOR A SINGLE MOMENT. THE HURT, PAIN, AND SUFFERING THAT I HAD FELT FOR DAYS, WEEKS, AND MONTHS, DUE TO HIM AND A COUPLE OF HIS BUDDIES.

✓ ARM 000144

WITHIN RECENT WEEKS, THE TWO BUDDIES ACTUALLY BECAME A LOT FRIENDLIER, AFTER AN INCIDENT WITH THEM ALMOST ERUPTED, REGARDING 'MY WHERE-ABOUTS', AND THEM NOT BEING ABLE TO 'FIND' ME WHEN SENT TO 'HELP'.

BUT JOHN WAS STILL THE SAME, AND I HAD NEVER CONSIDERED REVENGE, BUT IN LIGHT OF WANTING HIM TO EXPERIENCE SOME INNER PAIN, AS I HAD, IT MUST HAVE BEEN PRESENT WITHIN ME, AND I WAS UNAWARE. I CERTAINLY NEVER 'PLANNED' ANYTHING LIKE THIS TO HAPPEN.

HOWEVER, RENDERING WHAT 'I' THINK TO BE JUSTICE, IS 'NOT' MY PREROGATIVE, BUT SOLELY THE PROVIDENCE OF THE ONE WHO WILL ONEDAY JUDGE US ALL.

THIS INCIDENT, I TRUST 'HE' WILL FORGIVE. I HAVE REPENTED OF IT. AND I DEFINITELY WISH NO-ONE ANY ILL-WILL, INCLUDING CBT ATTORNEY ANITA CROSS, WHOSE LETTER I FOUND TO BE RATHER UNFRIENDLY IN 'TONE', BIASED, AND JUDGEMENTAL, WHEN SHE DOES NOT KNOW ME. NOR DOES SHE OR COULD SHE KNOW THE INTRACACIES AND DYNAMICS OF WHAT WAS TRULY TAKING PLACE, ESPECIALLY IN THE LIFE OF ANOTHER, WHICH IS OFTEN IMPACTED AND COLORED BY THEIR EXPERIENCES BACKGROUND, AND UPBRINGING. I WILL NOT ELABORATE, IT IS NOT NECESSARY AT THIS TIME. WE WILL ALL BE JUDGED, 'JUSTLY' OF THAT I AM CERTAIN.

I HAVE HEARD THAT SOMEONE HAD TO RESTRAIN, OR HOLD ME BACK. THIS IS NOT TRUE. ONE TECH DID STAY CLOSE TO ME, PATTING ME ON THE BACK OR SHOULDER, CONTINUALLY ENCOURAGING ME TO FORGET IT, OR CALM DOWN. FURTHERMORE JOHN AND I WERE ON OPPOSITE SIDES OF THE TABLE. IF I INTENDED TO BE PHYSICALLY VIOLENT, DOES IT NOT STAND TO JUST A LITTLE REASON THAT I WOULD HAVE COME AROUND THE TABLE TO GET CLOSER TO HIM.

I HAVE HEARD THAT I THREATENED TO 'KILL' HIM. THIS IS NOT TRUE. I NOR ANYONE ELSE HAS THE RIGHT TO TAKE ANOTHER'S LIFE, APART FROM THAT GIVEN TO 'GOVERNMENT' BY 'DIVINE' LAW. I CAN THINK OF NO INSTANCE, NOR RAGE THAT I WOULD FEEL JUSTIFIED IN THREATENING TO TAKE THE LIFE OF ANOTHER, EXCEPT ONE; AND THAT WOULD BE IN THE DEFENCE OF MY FAMILY, FRIENDS, OR TO PROTECT SOME DEFENCELESS INDIVIDUAL WHOSE VERY LIFE WAS ENDANGERED BY THE INTENT OF ANOTHER. (IS THAT ONE OR THREE?)

IF SOMEONE CONTINUES TO PLAY WITH FIRE AND GETS BURNED, IS IT THE FAULT OF THE FIRE, OR IF SOMEONE KEEPS TEASING A DOG (FOR LACK OF A BETTER EXAMPLE AT THE MOMENT) AND GETS BITTEN BY THE DOG, IS IT THE CONDUCT OF THE DOG THAT NEEDS TO BE EXAMINED AND PUNISHED? HOW MUCH RESPONSIBILITY IS ATTRIBUTED TO THE TEASER? WHOSE THREATENING WHO? NOW IF THE DOG BIT THE TEASER WITHOUT PROVOCATION, THEN I WOULD SAY, PERHAPS THE DOG IS DANGEROUS!

✓ARM 000145

I HAD ALREADY SOUGHT MEDICATION FROM MY DOCTOR TO HELP KEEP ME CALM UNDER STRESS, DUE TO THE GROWING TENSION ALREADY IN PLACE, AND EVEN MORE SO, DUE TO LOSING ONE SUPERVISOR, WHOM I GREATLY ADMIRE AND RESPECT, AND WILL ALWAYS BE GREATFUL TO, AS HE WAS GENERALLY ALWAYS VERY HELPFUL, AND THOUGHTFUL TOWARDS ME, AND GETTING A NEW SUPERVISOR WHOM I WAS HEARING A LOT OF 'GHOST' STORIES ABOUT, AND HOW IT WAS THOUGHT THAT HIS PRESENCE WAS GOING TO IMPACT ME AND MY WORKING CONDITIONS, AS WELL AS ADD TO THE STRESS I WAS ALREADY EXPERIENCING, FROM THOSE WHO KNEW HIM, AND THAT JOHN WAS VERY LIKELY TO WIN HIS FAVOR DUE TO HIS SPlicing ABILITY, AND THE NEW SUPERVISOR'S 'INTENSE' FOCUS AND CONCERN FOR THE TELEPHONE CABLE.

I HAD LONG BEEN CONSIDERING SEEKING DISABILITY TIME AGAIN AWAY FROM THE JOB, BUT KNOWING THAT I HAD ALREADY BEEN OFF TWICE FOR EXTENDED PERIODS OF TIME, I RESISTED THE INTENSE STRESS, AND VERY STRONG URGE, BECAUSE MY DESIRE WAS TO IMPROVE MY ATTENDANCE RECORD (WHICH I HAVE NEVER BEEN PROUD OF, YET THE COMPANY CONTINUED TO KEEP ME AND PAY ME, AND I DO SUPPOSE THAT THE UNION IS DUE A GREAT DEAL CREDIT AND GRATITUDE IN THIS RESPECT AS WELL), BUT I WANTED TO CLEAN-UP

MY RECORD IN MY FINAL YEARS WITH THE COMPANY, WHO HAS ('FOR THE MOST PART') BEEN VERY GOOD TO ME. I CAN ONLY 'WISH' THAT I HAD A RECORD OF VALUE TO MATCH.

HOWEVER, IF I AM GUILTY OF THREATENING CONDUCT, IT WAS ONLY FOR THE PURPOSE OF REMOVING THE THREATENING CONDUCT THAT I WAS 'RE-ACTING' TO, 'NEVER' TO INTIATE IT. MY DESIRE IS PEACE WITH ALL 'IN AS MUCH AS IT POSSIBLE', NOT WAR.

FINALLY, I WISH ALL CONCERNED A HAPPY AND PROPEROUS HOLIDAY SEASON AND NEW YEAR, FOR THOSE WHO HONOR AND CELEBRATE THE 'TRUE REASON FOR THE SEASON'

I HUMBLy AWAIT FINAL JUDGEMENT!

SINCERELY,

Harry J. Armstrong
HARRY J. ARMSTRONG

p.s.- EACH TIME I HAVE RE-READ, I HAVE NOTICED A MISSPELLED WORD, A MISSING WORD, OR THE WRONG WORD RE: CONTEXT. I ASK THAT YOU ACCEPT THIS 'FINAL' DRAFT 'WITHOUT PREJUDICE' (SMILE) AS IS! AS CONTINUED CORRECTIONS HAVE BEEN WEARING ME OUT!!! I HAVE WORKED AT CORRECTIONS AND TOTAL WIPE-OUTS, RE-STARTS, AND UNCO-OPERATIVE WEB RESPONSES FROM EARLY TUESDAY MORNING, ALL DAY, UNTIL 5:30A.M. WEDNESDAY MORNING. I HOPE NOW I AM THROUGH WITH THIS. THIS IN ITSELF HAS BEEN PUNISHING ENOUGH!!!

[REDACTED]

✓ ARM 000146

Communications
Workers of America
AFL-CIO/CLC

20525 Center Ridge Rd. #700
Cleveland, Ohio 44116-3453
440/333-6363
440/333-1491 FAX

Jeff Rechenbach
Vice President - District 4
Illinois, Indiana, Michigan, Ohio and Wisconsin
JRECHENBACH@CWA-UNION.ORG



MEMO

TO: Tim Donoghue, President, CWA Local 4400

FROM: *[Handwritten signature]* Henley Johns, CWA Staff Representative

DATE: June 19, 2001

RE: Harry Armstrong - Grievance #02-12-00 - Dismissal

After thorough review of the above-captioned case, I regret to inform you that I am denying your request for arbitration. It is my opinion that an arbitrator would rule against the Union, based on witness statements that Mr. Armstrong did, in fact, challenge Mr. Walker to go outside and, I quote one witness, "kick his _____ ass" more than once. There was also a witness statement that a fellow employee had to intervene and either hold Mr. Armstrong back or step between Mr. Armstrong and Mr. Walker to diffuse the situation.

I can respect the Local's opinion that there have been other cases that workplace violence has resulted in only suspension for other workers. In this instance, however, Mr. Armstrong had to be physically restrained by a co-worker which lends itself to a higher degree of force being used.

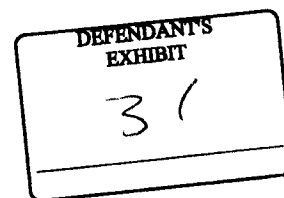
I am also greatly concerned about the amount of email correspondence that has gone on among the general public, the company, and the Local by Mr. Armstrong which could be used against us in this arbitration case.

I do not find this case to be racially motivated, as Mr. Armstrong suggests. I commend you and your staff; I think the deal that you had originally worked out for a medical/retirement should have been acceptable to Mr. Armstrong, but I certainly understand the company pulling that deal from the table when Mr. Armstrong went outside the proper channels by notifying the outside "world" of his plight.

For the above-captioned reasons, I do not feel the Union would prevail and do not recommend this case for arbitration. You have fifteen (15) days from the receipt of this letter to appeal my decision in writing via certified mail to David Derrig, AAVP. A copy of that appeal must also be sent to me.

/s

cc: David Derrig
Ted Meckler



✓ ARM 000656

Communications
Workers of America
AFL-CIO/CLC

205 Center Ridge Rd. #700
Cleveland, Ohio 44116-3453
440/333-6363
440/333-1491 FAX

Jeff Reichenbach
Vice President — District 4
Illinois, Indiana, Michigan, Ohio and Wisconsin
JRECHENBACH@CWA-UNION.ORG



July 24, 2001

Timothy M. Donoghue, President
CWA Local 4400
2562 West North Bend Road
Cincinnati, OH 45239

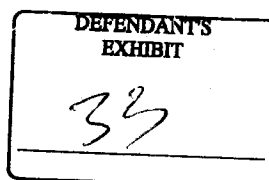
Re: Harry Armstrong/Dismissal (Local Grievance #02-12-00)
CWA Local 4400 and Cincinnati Bell Telephone Company
District No. PA-4-01-32

Dear Tim:

On June 19, 2001, CWA Staff Representative Henley Johns issued a memo on this case and found that he could not recommend it for arbitration. It was appealed to my Administrative Assistant Dave Derrig on June 27, 2001. Dave denied the appeal on July 2, 2001. The grievant sent an email message purportedly to Dave, Henley, and our District Counsel, Ted Meckler on July 17, 2001, although they did not all receive same. I am treating that message as an appeal of Dave's decision.

I have now thoroughly reviewed the file. As a result of that review, I am of the opinion that both Dave and Henley were correct in their analysis. I do not believe we would be likely to prevail in arbitration. Therefore, I deny the appeal and do not approve this case for arbitration.

The file reveals that there are witnesses who will state that the grievant challenged a Mr. Walker to go outside and "kick his --- ass" more than once. Another witness says that a fellow employee had to intervene and restrain Mr. Armstrong. This sort of behavior is clearly prohibited by the Company's rules. It is the kind of behavior that has often lead arbitrators to sustain discharges. Potlatch Corporation and International Woodworkers of America, 72 LA583 (1979); Robertson Can Company and U.S.W.A. 81 LA569 (1983); Martin Marietta Aero & Naval Systems and UAW Local 783, 95 LA1105 (1990). I have reviewed the grievant's contentions in his lengthy and numerous documentation. I do not find these contentions sufficient to overcome the evidence against the grievant.



✓ARM 000659

In light of the above, I am denying this appeal.

As you know, you and/or Mr. Armstrong have thirty (30) days from notice of my decision to appeal in writing to President Morton Bahr. Please inform Mr. Armstrong promptly in writing of my decision.

Sincerely,



Jeffrey A. Rechenbach
Vice President

JAR:smz
afl-cio/OPEIU#2

cc: David F. Derrig, Administrative Assistant to the Vice President
Henley W. Johns, CWA Representative
Theodore E. Meckler, District Counsel

✓ ARM 000660

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO

HARRY ARMSTRONG
6110-A RIDGEACRES DR.
CENT. OHIO 45237

(Enter above the full name of the plaintiff in this action)

v.

CINCINNATI BELL TELEPHONE
BROADWING
201 EAST FOURTH STREET

CINCINNATI, OHIO 45202

(Enter the above full name of the defendant or defendants in this action)

Judge	4812
Mag.	4860
Journal	
Issue	
Booked	SM

C-1-01 817
Case No.

COMPLAINT UNDER
42 U.S.C. 2000e-5(f)(1)

SPITZBERG, J.

M. J. SHERMAN

I. Parties

(In item A below, place your name in the first blank and place your present address and telephone number (or telephone number where you can be reached) where indicated in the following blanks.)

A. Name of Plaintiff HARRY ARMSTRONG

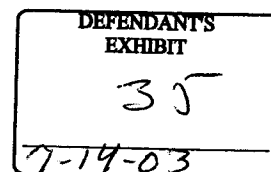
Address 6110-A RIDGEACRES DRIVE

Telephone No. (513) 631-7577

Under 42 U.S.C. 2000e-5(f)(1) suit may only be "brought against the respondent named in the charge" of unlawful employment practice you filed with the Ohio Civil Rights Commission and/or the Equal Employment Opportunity Commission. ATTACH A COPY OF THE CHARGE YOU FILED WITH THE OHIO CIVIL RIGHTS COMMISSION AND/OR THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION TO THIS COMPLAINT. In item B below list the name and address of the employer against whom you filed the charge. In item C below, list the name and address of any other person(s) you named in the charge you filed with the Ohio Civil Rights Commission and/or the Equal Employment Opportunities Commission.

B. Defendant _____
(As named in the attached charge)

Address _____



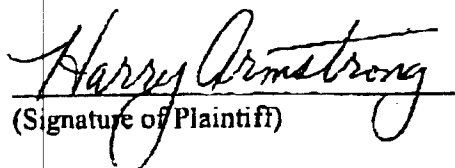
IV. Relief

(State briefly exactly what you want the Court to do for you. Make no arguments. Cite no cases or statutes.)


(Signature of Plaintiff)

I declare under penalty of perjury that the foregoing is true and correct.

m 11 26 01
(Date)


(Signature of Plaintiff)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

HARRY ARMSTRONG
6110-A Ridgeacres Drive
Cincinnati, Ohio 45237

: Civil Action No.

Plaintiff

: COMPLAINT AND JURY DEMAND

vs.

CINCINNATI BELL TELEPHONE
BROADWING
201 East Fourth Street
Cincinnati, Ohio 45202

:

:

:

Defendant

:

:

Plaintiff, on information and belief, states for his Complaint against Defendant as follows:

NATURE OF ACTION

1. Plaintiff Harry Armstrong, an African American male, who is currently 50 years of age, brings this employment discrimination action against Defendant Cincinnati Bell Telephone Broadwing ("Cincinnati Bell"), under the Age Discrimination in Employment Act of 1967, 29 U.S.C. §621 et seq., and the comparable state law claim pursuant to the Ohio Civil Rights Act sections 4112.02(N) and 4112.99 of the Ohio Revised Code; and pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. 88 2000e et seq., as amended in 1991 and Chapter 4112 of the Ohio Revised Code.

PARTIES

Plaintiff Harry Armstrong is a 50 year old African-American male citizen of the United States and is a resident of the County of Hamilton, State of Ohio.

Defendant Cincinnati Bell employs more than 20 persons within Hamilton County, Ohio and is an employer within the meaning of state and federal law.

ADMINISTRATIVE COMPLIANCE

On or about March 8, 2001, and within the 180 days of the occurrence of the acts complained of, Plaintiff filed charges of employment discrimination against Defendant Cincinnati Bell with the Equal Employment Opportunity Commission (EEOC). On or about August 27, 2001, Plaintiff received a Notice of Right to Sue from the Cincinnati District Office of the EEOC. (Appendix #1)

FACTUAL ALLEGATIONS

Plaintiff is a male, born January 22, 1951 and is a former employee of Defendant.

Plaintiff began working for Defendant on July 28, 1975, and his employment was terminated by Cincinnati Bell on February 2, 2001.

During the course of his employment, Plaintiff was treated less favorably than similarly situated white male employees.

On November 8, 2000, Plaintiff had a verbal altercation with a fellow employee, Johnny Walker. It is Plaintiff's information and belief that Johnny Walker, white male, is approximately 28 years old. Upon information and belief Johnny Walker had approximately five years seniority with Defendant.

Plaintiff was terminated and Johnny Walker received no disciplinary action.

Defendant's discriminatory conduct is not limited to the foregoing:

COUNT I

Plaintiff realleges the foregoing paragraphs as if fully rewritten.

Defendant's conduct in terminating Plaintiff and failing to terminate or discipline Johnny Walker violates Title VII of the Civil Rights Act as amended.

Defendant's conduct was intentional, willful and wanton.

As a direct and approximate result of Defendant's conduct, Plaintiff has suffered injury and damage for which he is entitled to compensation.

COUNT II

Plaintiff incorporates herein all of the allegations set forth above as if fully restated herein.

Defendant's decision to terminate Plaintiff, denied him equal opportunity in the terms and conditions of employment, imposing unwarranted discipline.

Defendant's age discrimination has deprived Plaintiff of equal employment opportunities in violation of the Age Discrimination in Employment Act of 1967, 29 U.S.C. §621 et seq., and the comparable state law claim pursuant to the Ohio Civil Rights Act §4112.02(N) and §4112.99 of the Ohio Revised Code.

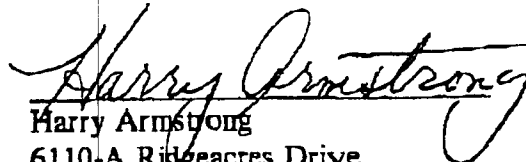
At all times material herein, Defendant has acted with malice towards Plaintiff Armstrong and with conscious disregard of Plaintiff Armstrong's rights.

WHEREFORE, Plaintiff Harry Armstrong demands judgment against Defendant Cincinnati Bell as follows:

1. An order granting front pay and/or reinstatement of Plaintiff to his position as "splicer";

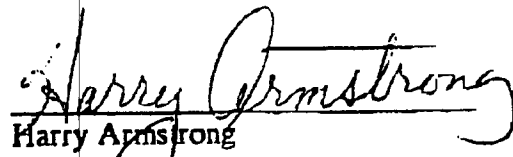
2. A judgment for compensatory damages for economic loss and back pay equal to the value of Plaintiff's lost wages and benefits since the date of his termination;
3. A judgment for Plaintiff's non-economic damages for his emotional distress in an amount to be determined at trial;
4. A judgment for punitive damages to be determined at trial;
5. An award of Plaintiff's reasonable attorney's fees and costs; and
6. A judgment for such other relief in law and equity to which Plaintiff is entitled under circumstances.

Respectfully submitted,


Harry Armstrong
6110-A Ridgeacres Drive
Cincinnati, Ohio 45237
(513) 631-7577

JURY DEMAND

Plaintiff demands trial by jury of all issues raised herein.


Harry Armstrong

JRY
TS

DISMISSAL AND NOTICE OF RIGHTS

William L. Javer
6110 Riegers Drive - Unit
Cincinnati, Ohio 45237-4919

Front Equal Employment Opportunity Commission
550 Main Street, Suite 10-019
Cincinnati, Ohio 45202

On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR § 1601.74a)

Charge No.	EEOC Representative	Telephone No.
221A10275	Legal Duty Officer	513-684-2851

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

- ☐ The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.
- ☐ Your allegations did not involve a disability that is covered by the Americans with Disabilities Act.
- ☐ The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.
- ☐ We cannot investigate your charge because it was not filed within the time limit required by law.
- ☐ Having been given 30 days in which to respond, you failed to provide information, failed to appear or be available for interviews/conferences, or otherwise failed to cooperate to the extent that it was not possible to resolve your charge.
- ☐ While reasonable efforts were made to locate you, we were not able to do so.
- ☐ You had 30 days to accept a reasonable settlement offer that afford full relief for the harm you alleged.
- ☒ The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.
- ☐ The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.
- ☐ Other (briefly state):

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, and/or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit must be filed WITHIN 90 DAYS from your receipt of this Notice; otherwise, your right to sue based on this charge will be lost. (The time limit for filing suit based on a state claim may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for pay violations that occurred more than 2 years (3 years) before you file suit may not be collectible.

On behalf of the Commission

William L. Javer
William L. Javer

8/24/2001
(Date Mailed)

Enclosure(s)

cc: Cincinnati Bell Telephone Co.

CHARGE OF DISCRIMINATION		AGENCY	CHARGE NUMBER
This form is affected by the Privacy Act of 1974; See Privacy Act Statement before completing this form.		<input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC	221A10275
_____ and EEOC			
State or local Agency, if any			
NAME (Indicate Mr., Ms., Mrs.) Mr. Harry Armstrong		HOME TELEPHONE (Include Area Code) (513) 631-7577	
STREET ADDRESS 6110 Unit A Ridgeacres Dr., Cincinnati, OH 45237		DATE OF BIRTH 01/22/1951	
NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.)			
NAME CINCINNATI BELL		NUMBER OF EMPLOYEES, MEMBERS Cat D (501 +)	TELEPHONE (Include Area Code) (513) 397-1480
STREET ADDRESS 201 East Fourth Street, Cincinnati, OH 45202		COUNTY 061	
NAME		TELEPHONE NUMBER (Include Area Code)	
STREET ADDRESS		COUNTY	
CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es))		DATE DISCRIMINATION TOOK PLACE	
<input checked="" type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input type="checkbox"/> RETALIATION <input checked="" type="checkbox"/> AGE <input checked="" type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER (Specify)		EARLIEST LATEST 11/08/2000 02/02/2001 <input type="checkbox"/> CONTINUING ACTION	
THE PARTICULARS ARE (If additional space is needed, attach extra sheet(s)):			
<p>I. I am 50 years of age, African American, and I have a disability. On November 8, 2000, Mike Wallace (Supervisor, 40's, White) told me not to report for work the next day. I was on disability leave from that day until February 2, 2001, when I received my last paycheck. Steve Hauser (Human Resources Manager) told me in November, 2000 that I would be on disability leave until January, 2001, when I would be eligible for retirement. No one has given me further information to clarify my employment status with the company.</p> <p>II. Steve Hauser and Dick Haus (Benefits Manager) have not given me a reason why I have been placed on disability leave and why I am not back to work.</p> <p>III. I believe I have been discriminated against because of my age, race, and disability in violation of the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, and Title I of the Americans with Disabilities Act. A much younger White co-worker was similarly situated and he was treated differently.</p>			
✓ARM 000638			
I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures.		NOTARY (When necessary for State and Local requirements) Howard Perkins, EEO	
I declare under penalty of perjury that the foregoing is true and correct.		I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.	
Date _____ Charging Party (Signature) _____		SIGNATURE OF COMPLAINANT Harry Armstrong	
		SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Month, day and year) 3-8-01	

DEFENDANT'S
EXHIBIT
36
7-14-03

EEOC Form 161 (10/96)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To: Harry J. Armstrong
6110 Ridgeacres Drive - Unita
Cincinnati, Ohio 45237-4919

From: Equal Employment Opportunity Commission
550 Main Street, Suite 10-019
Cincinnati, Ohio 45202

File
EEO
Charges
Harry
Armstrong

☐ On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR § 1601.7(a))

Charge No. 221A10275	EEOC Representative Legal Duty Officer	Telephone No. 513-684-2851
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THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

- ☐ The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.
- ☐ Your allegations did not involve a disability that is covered by the Americans with Disabilities Act.
- ☐ The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.
- ☐ We cannot investigate your charge because it was not filed within the time limit required by law.
- ☐ Having been given 30 days in which to respond, you failed to provide information, failed to appear or be available for interviews/conferences, or otherwise failed to cooperate to the extent that it was not possible to resolve your charge.
- ☐ While reasonable efforts were made to locate you, we were not able to do so.
- ☐ You had 30 days to accept a reasonable settlement offer that afford full relief for the harm you alleged.
- ☒ The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.
- ☐ The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.
- ☐ Other (briefly state) _____

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

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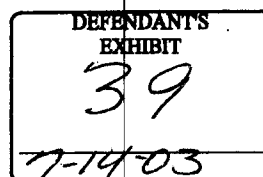
On behalf of the Commission

Wilma L. Javey
Wilma L. Javey

8/24/2001
(Date Mailed)

Enclosure(s)

cc: Cincinnati Bell Telephone Co.



✓ ARM 000082